

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-14-65808

HUD# 07-14-0443-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

NOMA WOUDEMBERG

122 West Fifth Street

Ottumwa, Iowa 52501

JOHN WOUDEMBERG, JR.

122 West Fifth Street

Ottumwa, Iowa 52501

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged, on March 25, 2014, at approximately 9:50 AM Respondent Noma Woudenberg did not inform a potential African American applicant about a \$25 discount if the rent is paid before the first of the month. Whereas, at approximately 2:00 PM on the same date, Ms. Woudenberg did inform a potential Caucasian applicant about the \$25 discount. Complainant alleges Ms. Woudenberg's actions resulted in different terms and conditions of rental based on race (African American). Respondents deny having discriminated against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a single-family home located at 803 North Court Street, Ottumwa, Iowa 52501.

Respondents submitted the following statement to the Commission:

"I am assuming you are referring to the \$25 discount in our lease, if the rent is paid before the first day of the month, every month, which is the same for every tenant, except the tenant with low-rent housing assistance, because low-rent housing has their own lease. If the discount was supposedly not mentioned, then I simply forgot or thought I had mentioned it earlier. I showed this property many times and had many more calls. Conversations with people go in different directions and even if I forgot to mention it, it's still standard in the lease. If these were the showings I think they were, I believe that we had people working in the house renovating, during the earlier in the day showing and there was a lot of noise, which was distracting. During the second showing the renovating crew was at lunch, therefore, it was easier to talk without distraction. I'm not sure where the idea of a move-in special came from, because I never said there was any such thing. There are thirteen inaudible references of me on the earlier in the day transcript and several things in the transcript don't make sense to me. So I cannot conclude for certain that the discount on the lease was not mentioned and/or just wasn't understood."

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

Respondents acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms

set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

#### Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Fair Housing Training

9. Respondent Noma Woudenberg will participate in a one-hour telephone training with the Commission on the requirements of State and Federal Fair Housing Laws within 90 days of her receipt of a Closing Letter from the Commission.

## Relief for Complainant

10. To ensure that in the future all potential applicants receive uniform and consistent information and treatment regarding any available rent savings, Respondents agree to prominently and in bold font state the following on their rental application:

A copy of our lease agreement is available upon request and specifies all savings, penalties, and lease terms.

Within 30 days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of their lease agreement and modified rental application to the Commission, and will be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

---

Noma Woudenberg, RESPONDENT

---

Date

---

John Woudenbergh, Jr., RESPONDENT

---

Date

---

Angela Williams, COMPLAINANT

---

Date

---

Beth Townsend, DIRECTOR

---

Date

IOWA CIVIL RIGHTS COMMISSION